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Attorneys for the United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
\$109,800 IN UNITED STATES )  
CURRENCY, )  
 )  
Defendant. )

NINH TRAN AND JAMES TUNG TRAN )  
a/k/a TUNG TRAN, )  
 )  
Claimants. )

No. 11-CV-~~1067~~ EMC (MEJ)  
1967 EMC

SETTLEMENT AGREEMENT

1           1.       Plaintiff is the United States of America ("United States"). Defendant is \$109,800.  
2       Claimant Ninh Tran and claimant James Tung Tran a/k/a Tung Tran are the only parties to have filed  
3       a timely claim and answer in order to appear and defend defendant \$109,800. The United States and  
4       claimant Ninh Tran and claimant James Tung Tran a/k/a Tung Tran are hereafter referred to as the  
5       "Parties" in this document which is hereinafter referred to as the "Settlement Agreement" or  
6       "Agreement."

7           2.       After full and open discussion regarding the remaining claims in this case, the Parties  
8       have agreed to resolve any and all remaining claims. Specifically, to avoid continued and protracted  
9       litigation, the parties have agreed to resolve any and all claims asserted or which could have asserted  
10      against defendant \$109,800, as well as against any and all claims asserted or which could have been  
11      asserted against past and present officials, employees and agents of the United States, including those  
12      at the United States Department of Justice and at the Drug Enforcement Administration and all state  
13      and local law enforcement officers and agents, arising out of: the seizure of defendant \$109,800, the  
14      allegations in the civil complaint for forfeiture underlying this action and the forfeiture contemplated  
15      by this Settlement Agreement.

16          3.       The Parties agree the resolution of their claims is based solely on the terms stated in  
17      this Settlement Agreement. It is expressly understood that this Agreement has been freely and  
18      voluntarily entered into by the Parties. The Parties further agree that there are no express or implied  
19      terms or conditions of settlement, whether oral or written, other than those set forth in this  
20      Agreement. This Agreement shall not be modified or supplemented except in writing signed by the  
21      Parties. The Parties have entered into this Agreement in lieu of prolonged litigation and District  
22      Court adjudication.

23          4.       This Settlement Agreement is expressly understood by the Parties not to be an  
24      adjudication on the merits of any factual or legal issue involving claims which were brought, or  
25      could have been brought. As such, the Parties agree that the Settlement Agreement does not  
26      constitute an admission that either claimant Ninh Tran, claimant James Tung Tran a/k/a Tung Tran  
27      or the United States, or any past or present official, employee or agent of the United States, including  
28      the United States Department of Justice and the Drug Enforcement Administration, has in any way

1 violated any law, including the Constitution, any statute or regulation. The Parties further agree that  
2 this Settlement Agreement does not constitute precedent on any legal issue for any purpose.

3 5. The parties agree that \$54,900 of defendant \$109,800 will be forfeited to the United  
4 States without further notice to claimant Ninh Tran and claimant James Tung Tran a/k/a Tung Tran.  
5 The parties further agree that the remaining \$54,900 of defendant \$109,800 will be returned to  
6 claimants Ninh Tran and James Tung Tran a/k/a Tung Tran plus interest accrued, under 28 U.S.C.  
7 §1961, from the date that the Court enters this Settlement Agreement as an order. The \$54,900 plus  
8 accrued interest will be paid by wire transfer to the account designated by claimants Ninh Tran and  
9 James Tung Tran a/k/a Tung Tran on a properly filled out ACH form and claimants Ninh Tran and  
10 James Tung Tran a/k/a Tung Tran will provide a properly filled out W9 form to the United States.  
11 The United States will provide copies of both forms to be completed to counsel for claimants Duyen  
12 Nguyen. Upon receipt of the properly completed forms from counsel for claimants Ninh Tran and  
13 James Tung Tran a/k/a Tung Tran and the entry of this Settlement Agreement as an order, the United  
14 States will commence processing the payment to claimants Ninh Tran and James Tung Tran a/k/a  
15 Tung Tran under this Agreement.

16 6. Payment of the \$54,900 to claimants Ninh Tran and James Tung Tran a/k/a Tung  
17 Tran shall be in full settlement and complete satisfaction of any and all claims which claimants, their  
18 heirs, representatives and assignees made, or could have made, in this case. Further, claimants Ninh  
19 Tran and James Tung Tran a/k/a Tung Tran release and discharge the United States, as well as any  
20 past and present officials, employees, agents, attorneys, their successors and assigns, and those of  
21 the state and local law enforcement officers from any and all claims which were made or could have  
22 been made in this case.

23 7. Claimants Ninh Tran and James Tung Tran a/k/a Tung Tran also agree to hold  
24 harmless the United States, its agencies, agents, and representatives and those of the state and local  
25 law enforcement officers for any and all claims, if any, arising out of: the seizure of defendant  
26 \$109,800, the allegations in the civil complaint for forfeiture underlying this action and the forfeiture  
27 contemplated by this Settlement Agreement.

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8. Each party agrees to bear its or his own attorney fees and costs related to this action.

9. The Parties agree that, should any dispute arise with respect to the implementation of the terms of this Settlement Agreement, no party shall seek to rescind the Agreement but can apply to the Court, if necessary, for enforcement of the Agreement. The Parties agree that the Court retains jurisdiction for purposes of enforcing this Settlement Agreement. In any such enforcement proceeding, however, each Party agrees to bear its or his own attorney fees and costs.

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Settlement Agreement

No. 11-CV-1967 EMC (MEJ)

10. Based on the foregoing, the parties agree that this action be dismissed.

IT IS SO STIPULATED:

Dated: April 29, 2013

MELINDA HAAG  
United States Attorney

*Patricia J. Kenney*  
PATRICIA J. KENNEY  
Assistant United States Attorney  
Attorneys for the United States

Dated: April 29, 2013

LAW OFFICES OF DUYEN H. NGUYEN

*Duyen H. Nguyen*  
DUYEN H. NGUYEN  
Attorneys for claimant Ninh Tran and  
James Tung Tran a/k/a Tung Tran

Dated: April 29, 2013

*Ninh Tran*  
NINH TRAN  
Claimant

Dated: April 29, 2013

*James Tung Tran*  
JAMES TUNG TRAN a/k/a TUNG TRAN  
Claimant

I, Duyen H. Nguyen, declare under penalty of perjury that I faithfully and accurately translated the entire foregoing document to Ninh Tran from English into Vietnamese and that Ninh Tran told me he understood all the terms contained in this document before signing above on lines 10-11. Executed on this 29th day of April, 2013 in San Francisco, California.

*Duyen H. Nguyen*  
DUYEN H. NGUYEN  
Attorneys for claimant Ninh Tran and  
James Tung Tran a/k/a Tung Tran

IT IS SO ORDERED ON THIS 30th DAY OF April, 2013

